

Michigan State University

LABOR AND INDUSTRIAL

RELATIONS LIBRARY

Agreement

BETWEEN

ALPENA GENERAL HOSPITAL

Alpena, Michigan

and the

INTERNATIONAL UNION

UNITED STEELWORKERS OF AMERICA

AFL-CIO

LOCAL 204

July 1, 1973 to June 30, 1974



*United Steelworkers
Sub District 29
24777 U.S. 23 South
Alpena, Mich 49707*

Alpena General Hospital



Agreement

BETWEEN

ALPENA GENERAL HOSPITAL

Alpena, Michigan

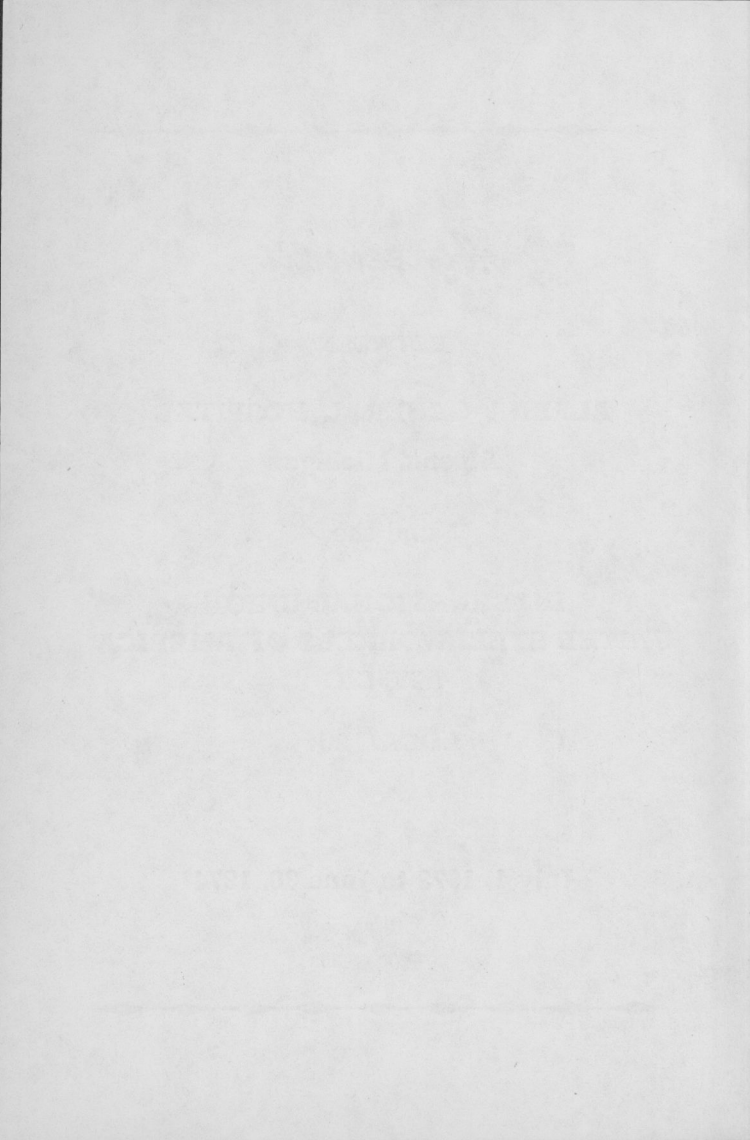
and the

**INTERNATIONAL UNION
UNITED STEELWORKERS OF AMERICA
AFL-CIO**

LOCAL 204

July 1, 1973 to June 30, 1974





INDEX — 204

	Art.	Page
Access, International Rep.	V	21
Adjustment, Vacation Allowance	VIII	32
Agency Shop	I	7
Agency Shop Security Clause Agreement	I	8 7
Agreement, Certification of	XIX	46
Arbitration Procedure	V	19
Assessments	I	8
Benefits, Longevity	XI	40
Blue Cross, Blue Shield	XII	41
Breaking In Period	IV	13
Call In Pay	VI	23
Certification of Agreement	XIX	46
Change in Job Classification	XI	39
Check Off	I	8
Coffee Breaks	VI	21
Computing Overtime	VI	22
Definition of Employees	VI	22
Department Seniority	IV	12
Discipline	XVI	43
Distribution of Overtime	VI	26
Dues, Fees	I	7
Educational Leave of Absence	IX	35
Eligibility for Vacation	VIII	28
Exhibit A — Wages		48
Exhibit B — Rules		51
First Aid	X	37
Funeral Leave	XIII	41
Government Laws	II	8
Grievance, Defined	V	18
Grievance, Monetary Claim	V	20
Grievance, Persons Involved	V	18
Grievance Procedure	V	18
Grievance, Representation	V	17
Grievance, Third Step	V	19

INDEX (Continued)

	Art.	Page
Grievance, Time off for	V	20
Health Program	X	36
Holidays Defined	VII	26
Holiday Pay	VII	26
Holiday Pay, Minimum	VII	27
Holiday Pay, Regular part time	VII	28
Hospital Seniority	IV	10
Hours & Overtime	VI	21
Hours of Work	VI	21
Initiation Fees	I	7
Insurance, Blue Cross-Blue Shield	XII	41
Insurance, BC-BS during LOA, Illness	XII	41
Insurance, Liability	XII	41
Insurance, Life	XII	41
Insurance Riders	XII	41
International Representative, Access	V	21
Jury Duty	XIV	42
Layoff & Rehiring	IV	14
Leaves of Absence	IX	34
Legal obligations, Safety & Health	X	36
Leaves of Absence, Sufficient Cause	IX	34
Leave, Personal	VIII	34
Leave, Sick	IX	34
Liability Insurance	XII	41
Life Insurance	XII	41
Lists, Seniority	IV	15
Longevity Benefits	XI	40
Lunch Period	VI	22
Management Rights	III	9
Maternity Leave of Absence	IX	35
Memorandum of Agreement		7
Military Leave	VIII	31
Minimum Pay	VI	25
Other Conditions of Employment	XVIII	44
Overtime & Hours	VI	21
Overtime Distribution	VI	26

INDEX (Continued)

	Art.	Page
Paid Lunch	VI	22
Part time Seniority Lists	IV	14
Pay Days	XI	40
Personal Days	VIII	34
Premium, Shift	XI	38
Probationary Period	IV	10
Procedure, Arbitration	V	19
Procedure Grievance	V	18
Promotions and Demotions	IV	12
Prorated Longevity Payment	XI	40
Rates, Temporary	XI	39
Recognition	I	7
Records Maintenance Fee	I	7
Rehire, Layoff	IV	14
Representation & Grievances	V	17
Retirement Plan	XV	43
Riders, Insurance	XII	41
Rules & Regulations		52
Safety & Health	X	36
Safety & Health Committee	X	37
Safety & Health, Legal obligations	X	36
Safety & Health Rules	X	37
Safety & Health, Protection	X	36
Safety & Health, Physical Exams	X	36
Schedules	VI	21
Seniority, Definition	IV	10
Seniority, Departmental	IV	12
Seniority, Hospital	IV	10
Seniority Lists	IV	15
Seniority, Probationary Period	IV	10
Seniority Terminated	IV	11
Shift Differential	XI	38
Shift Premium	XI	38
Sick Leave	VIII	32
Sick Leave of Absence	IX	34
Sick Pay	VIII	32
Standby Pay	VI	23
Stewards, Union Business	V	20
Strikes & Violations	XVII	43
Sunday Premium	VI	22

INDEX (Continued)

	Art.	Page
Temporary Rates	XI	39
Temporary Vacancies & Transfers	IV	16
Third Step Grievance	V	19
Transfers	IV	16
Union Dues, Fees	I	7
Vacancies, Temporary	IV	16
Vacations	VIII	29
Vacation Allowances	VIII	29
Vacation, Eligibility	VIII	28
Vacation Pay	VIII	29
Vacation Year Defined	VIII	32
Volunteer Organizations	III	9
Wages	XI	38
Workmen's Compensation	VIII	33

THIS AGREEMENT made and entered into this 1st day of July, 1973, by and between Alpena General Hospital, Alpena, Michigan, a non-profit Michigan Corporation, which is hereinafter referred to as the Hospital and the International Union, United Steelworkers of America, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I

Recognition, Check Off & Agency Shop

A. RECOGNITION

The Hospital recognizes the Union as the sole and exclusive bargaining representative for all of the employees in the classification of Business Office, Purchasing, Pharmacy, X-Ray and X-Ray orderlies, Physical Therapy and Physical Therapy Orderlies, Laboratory, Medical Records, Dietary, Housekeeping, Laundry, Plant Operation and Maintenance departments, but excluding Ward Clerks and Helpers, Registered Nurses, Licensed Practical Nurses, Nurse Aides, Orderlies, and all employees in supervisory positions.

B. AGENCY SHOP

1. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within thirty (30) days of the effective date of this provision or within thirty (30) days of the date of hire by the Hospital, whichever is later, become members, or in the alternative, shall within thirty (30) days of the effective date of this provision or within thirty (30) days of their date of hire by the Hospital, whichever is later, as a condition of employment, pay to the Union the records maintenance fees and each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Hospital who are members.

2. The Hospital, upon receiving a signed statement from the Union indicating that the employee

has failed to comply with this condition, shall immediately dismiss said employee.

3. An employee who shall tender or authorize the deduction of initiation fees and membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than thirty (30) days in arrears in payment of such dues (or fees).

4. The Hospital shall be notified, in writing, by the Union of any employee who is thirty (30) days in arrears in payment of the initiation fee and/or membership dues (or fees).

5. Should this agency shop security clause be ruled invalid, because of legislation enacted by the State of Michigan, the Hospital agrees to re-negotiate to provide the maximum security allowance under such legislation.

C. CHECK OFF

1. The Hospital will check-off monthly dues, service fees, assessments, initiation fees, and records maintenance fees, each as designated by the International Secretary-Treasurer of the Union, as membership dues (service fees) in the Union for every employee who has agreed to it in writing. Such designation also includes the procedures to be followed.

2. The above deductions shall be from the first pay of each month for the preceding month and shall be remitted to the International Secretary-Treasurer of the Union.

3. The Union shall refund to the employee Union dues, fees, and assessments erroneously deducted by the Hospital and paid to the Union.

ARTICLE II

Government Laws

This Agreement is subject to government laws and in the event that any provision of this Agree-

ment shall at any time be held contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided thereafter, such provision shall be void and inoperative, however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE III

Management Rights & Volunteer Organizations

A. MANAGEMENT RIGHTS

The Management of this Hospital and the direction of the working forces, including the right to plan, direct, and control Hospital operations, to hire, suspend or discharge for cause, or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons, and the right to introduce new or improved working methods or facilities, are vested exclusively in the hospital, provided that, in the exercise of these prerogatives, the hospital shall not violate the provisions of this Agreement.

B. VOLUNTEER ORGANIZATIONS

It is recognized that several volunteer organizations and workers perform services in the hospital that are a valuable contribution to the welfare of the patients and to the operation of the hospital, and that in no way interfere or conflict with the duties and rights of the employees. The hospital shall continue to have the rights to avail itself of all services of this nature. Neither the Union nor its members shall interfere in any way with the activities or duties of any such volunteer organization members, nor will the Union attempt to organize such volunteer workers except that the Union may question the hospital's use of any such organization that is suspected of not being a bonafide volunteer organization, or that it believes is to the detriment of its members' job security. If any conflict does develop, this shall be a matter of discussion between the hospital Ad-

ministrator and the International Representative of the Union in an effort to resolve the issue; and subject to the grievance procedure.

ARTICLE IV

Seniority

A. DEFINITION

Seniority is defined as the length of an employee's continuous employment by the hospital, measured from the most recent date of hiring. The hospital shall follow a policy of preference as to layoff, rehiring, promotion and choice of vacation period based upon seniority and the other principles and considerations set forth below.

B. PROBATIONARY PERIOD

1. The seniority of a new employee shall be established after 30 days of continuous employment and shall begin as of the most recent date hired.

2. All employees shall be considered on a probationary or trial basis for the first 60 days of their employment, and no controversy concerning their tenure of employment shall be deemed a grievance hereunder, provided however, that probationary employees shall be subject to all terms of this Agreement not inconsistent with this clause.

C. HOSPITAL SENIORITY

1. The employee's hospital seniority shall accumulate continuously from the date of most recent employment until terminated by any of the circumstances enumerated in sub paragraph 3 below. When two or more people are hired and report for work on the same day, their seniority shall be determined by drawing lots in the presence of the hospital's representative and a union officer. A record will be made of this procedure and signed by all parties present, with a copy sent to the Union.

2. When two or more employees enter a de-

partment on the same day or on the same job bid, their department seniority shall be determined by their hospital seniority.

3. All seniority shall be terminated:

- a. When an employee is discharged for just cause.
- b. When an employee quits.
- c. When an employee fails to report for work after a layoff, when properly notified in accordance with Article IV, Section F-5.
- d. When an employee is laid off for a period of more than two (2) years; except that if an employee has more than two (2) years seniority when he is laid off or starts a period of absence, he will not lose his seniority until he has been laid off or absent for a period equal to the amount of seniority he had at the time he was laid off or started his period of absence, subject however to the provisions of Article IV.

4. Absence due to injury or disease for which Workmen's Compensation is payable shall not terminate seniority.

5. Any person whose seniority has been terminated as provided in paragraph 3-c and who later is re-employed shall be considered in every respect as a new employee and a new seniority date shall be established based on the date of rehiring.

6. For purposes of vacation, longevity, retirement benefits and sick leave, an employee's seniority shall be computed as of the original hospital seniority date and shall not be affected by paragraph D-3 below. Only those specific benefits listed in this sub-paragraph shall be carried over if an employee transfers from Local Union 206A to a permanent vacancy in Local Union 204 which cannot be filled by the applicable posting procedures.

D. DEPARTMENT SENIORITY

1. Departmental seniority is defined as the length of an employee's continuous employment within one of the departments of the hospital listed below. Separate departmental seniority lists shall be maintained for the following groups of employees:

- | | |
|-------------------------------------|---------------------|
| a. Business Office | f. Pharmacy |
| b. Dietary | g. Medical Records |
| c. Housekeeping | h. X-Ray |
| d. Laundry | i. Laboratory |
| e. Plant operation &
Maintenance | j. Physical Therapy |
| | k. Purchasing |

2. An employee's departmental seniority shall accumulate continuously from the date he is first employed in such department until terminated by any circumstances enumerated in sub paragraph 3 below.

3. Departmental seniority shall be terminated:

a. When the employee's seniority is terminated under Paragraph C, sub paragraph 3.

b. When an employee is transferred to another department at his or her own request; provided that their original departmental seniority shall be maintained for not over thirty (30) working days to permit a trial period in their new department. This provision is applicable to all permanent transfers herein.

4. When an employee's departmental seniority has been terminated, and they are later employed in the same department, a new departmental seniority date shall be established for them based on the date of their reassignment in such department.

E. PROMOTIONS AND DEMOTIONS

1. When a job vacancy occurs, a notice will be posted within the department, for three (3) working days, describing the job and advising that

applications will be accepted from employees within the department. As soon as possible after the expiration of the three (3) day period, the vacancy will be filled, subject to the other applicable provisions of this Article.

When a vacancy cannot be filled by applicants within a department for any reason, then the hospital will post a notice on the bulletin board in the area of the time clock for three (3) working days, describing the job and rate and advising that applications will be accepted from employees within the hospital. As soon as possible after the expiration of the three (3) day period, the vacancy will be filled, subject to the other applicable provisions of this Article, except that hospital rather than departmental seniority will apply with respect to paragraph 2. The Chairman of the Union Grievance Committee shall receive a copy of all job postings at the time such job is posted.

If, in order to save time, a posting appears on both departmental and hospital boards at the same time, it is understood the departmental posting is to be considered first in the selection of an applicant.

2. When a job vacancy exists, promotions to higher paid or more desirable jobs shall be based primarily on ability to perform the requirements of the job, with the senior employee being given preference.

3. Any employee promoted to a new job shall have a breaking-in period of thirty (30) working days. During this time, if the employee is not retained in the new job or decides not to accept the promotion, they shall be reinstated in their former job.

4. Employees returning from vacation shall have three (3) work days from the date of their return to work to make application for jobs posted during their vacation absence. Such job listings shall be available in the employees' Departments

and applications may be made through their Departmental Supervisors.

5. There will be a separate seniority list for regular part-time employees but Staff employees shall have preference in all matters affected by seniority. If vacancies cannot be filled by the Staff employees within that department then they shall be offered to the regular part-time employees of that department before they are posted on a hospital wide basis.

F. LAYOFF AND REHIRING

1. When a reduction in the working force in necessary, employees shall be laid off in accordance with departmental seniority; that is, the employee with the least departmental seniority shall be laid off first, etc. In the selection of employees for layoff, the hospital shall be obligated to retain those employees with the greatest seniority, provided such employees have the ability and are physically able to perform the duties of the job which is open. Staff employees shall have preference on layoff or rehiring over regular part-time.

2. Whenever any employee is to be laid off, the hospital shall notify the employee and Chairman of the Grievance Committee at least 24 hours in advance of such layoff, unless such notice is impossible.

3. Laid off employees shall be rehired in accordance with departmental seniority; that is, the employee with the greatest seniority shall be rehired first, etc.; provided that the employee rehired must have ability and be physically able to perform the duties of the job that is open.

4. When a reduction in force is necessary within a given department or employees are already on layoff, preference shall be given to those employees for employment in other departments where vacancies exist, provided they have the ability to perform the work, and when this occurs such em-

ployees shall have their seniority maintained in their original department unless they fail to return when called back to said department.

5. When rehiring laid off employees, the hospital will notify them by registered mail at their last known address. If such employees do not notify the hospital within ten (10) days from the mailing date of such notice that they will report for work on the date specified, or give satisfactory reasons for delay beyond such time, they shall be considered as having quit, and all seniority shall be terminated. If the person called is not readily available within a twenty-four (24) hour period, the hospital may call in the next employee in line and they shall be given a minimum of five (5) days work, after which the proper person could come in to work.

6. Notwithstanding any of the seniority rules contained herein, the Local Union President and Chairman of the Grievance Committee shall, during their terms of office, be placed at the head of their department seniority list, provided however that this preferential seniority shall be only for the purpose of determining layoffs and rehiring. Departmental stewards shall also have preferential seniority within their department for this purpose, providing they have the ability to perform the necessary work. This preferential seniority will be secondary to the President and Chairman of the Grievance Committee. The Chairman of the Grievance Committee shall be placed on the day shift if the needs of the department will permit.

7. An employee whose job is abolished shall have the right to exercise their seniority and bump either laterally or to a lesser paid job within their department, provided they have the ability and are physically able to perform the duties of the job which they are seeking.

G. SENIORITY LISTS

1. The Hospital will furnish a current list of

employees (Staff and Regular Part-time) which shall include the employee's name, hospital, staff, and departmental seniority dates, classification and classification rate of pay. Department seniority lists will be posted in each department and revised semi-annually. Hospital seniority lists will be revised every six (6) months. Copies of both lists will be given to the International Representative, President of Local Union 204, and Chairman of the Grievance Committee. The Union shall have the right to protest the accuracy of such lists within 30 days from the date of this Agreement or from any future revision.

2. Any employee appointed to a Supervisory position, or any other position not subject to this Agreement, and who is demoted from such employment within six (6) months shall be reinstated to the bargaining unit with their original seniority date, and be reinstated in their original job if their seniority entitles them to do so. If not, their job shall be determined by mutual agreement between the parties hereto. After six months, their return to the bargaining unit shall be subject to Union agreement.

H. TEMPORARY VACANCIES AND TRANSFERS

1. A job will be considered vacant when the employee holding the job has quit, is discharged, demoted, promoted, transferred or when it is a newly created job. All other vacancies shall be considered temporary.

2. If, in the opinion of either the hospital or the union, a temporary job which has been temporarily filled should no longer be considered a temporary vacancy, it will be advertised and filled as per paragraph E.

3. If a temporary vacancy within a department exists for five (5) working days or more, the senior employee within that classification shall be given preference when filling the vacancy provided

he so desires. Thereafter the vacancy shall be offered to other employees in the department in order of seniority who have the desire and ability to perform the duties of the job. Job vacancies of less than five (5) days may be filled with the most available senior employee.

4. Employees temporarily assigned or transferred to a lower paid job shall receive their regular rate of pay.

5. Employees temporarily assigned or transferred to a higher paid job shall receive the rate of the higher paid job for the hours of work on the higher paid job.

6. Such assignments and/or transfers shall not be made to deprive other employees of overtime pay.

ARTICLE V

Representation & Grievances

A. For the purposes of representation in negotiations and in the grievance procedure, the Hospital recognizes the Union Grievance and Negotiation Committee of five (5) members and one Steward for each of the following departments:

1. Business Office and Purchasing
2. Housekeeping
3. Physical Therapy and X-ray
4. Laundry
5. Plant Operation and Maintenance
6. Dietary
7. Laboratory
8. Medical Records and Pharmacy

Additional stewards may be assigned by the Union where needed and within reason.

B. The Grievance and Negotiation Committee and Stewards shall be compensated for all working time lost in adjusting grievances or in contract negotiations.

C. The Union will notify the hospital in writing the names of all Union officers and aids and the

hospital will only recognize those persons named upon the latest list so furnished. No employee may serve as Steward in any of the above departments until they have in their probationary period of 60 days.

GRIEVANCE PROCEDURE

A. A grievance is defined as any controversy between the parties hereto; or between the hospital and any employee covered by this Agreement, which relates to:

1. Working conditions at the hospital applicable to this bargaining unit, not specifically covered by the Agreement, or
2. Interpretation or violation of any provision of this Agreement.
3. To promote maximum harmony of relationship, it is essential that sources of grievances be detected promptly. Therefore, to insure promptness, it is agreed that to be recognized, a grievance must be filed within 45 days following the occurrence of the condition leading to the grievance.

B. The following procedure is to be observed in the settlement of grievances:

1. Any employee having a complaint or grievance shall take the matter up with the Department Head, their Steward being present or absent. If the Steward was not present and the matter is still unresolved, then another meeting between the employee and the Department Head with the Steward shall take place to try to effect settlement. The Chairman of the Grievance Committee may substitute for Departmental Stewards in case of absence only.
2. If Step #1 does not effect a settlement, then within four (4) working days from the meeting between the Steward and the Department Head, the grievance shall be reduced to writing by the department Steward or

Chairman of the Grievance Committee. They, together with the Department Head and the Director of Personnel shall meet within five (5) working days and try to resolve the matter.

3. If Step #2 does not effect a settlement, the grievance shall be referred to the Director of Personnel and a representative of the International Union. They, together with the Grievance Committee and Assistant Administrator shall meet at the hospital within fourteen (14) days after the meeting of Step #2 and try to resolve the matter. As soon as possible, but within fourteen (14) days after conclusion of this meeting, the Director of Personnel shall submit to the Union a written statement of the Hospital's decision or position with respect to such grievance. Failure to do so shall constitute acceptance of the union's position.
4. If Step #3 does not effect settlement, the party which initiated the grievance or grievances shall have the right to submit the matter to arbitration; provided that said party shall give written notice to the other party of its intention within forty(40) days after receiving the written statement provided for at the conclusion of Step #3. If the party which initiated the grievance does not give notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn. If the right of arbitration is exercised, both parties shall promptly take the necessary steps for selection of an arbitrator, in accordance with rules and regulations of the American Arbitration Association. The party that initiated the grievance or grievances may, with mutual consent of the parties, elect to submit them to the Expedited Labor Arbitration Tribunal instead of the regular method as outlined

above. If this is done, all other provisions shall still be applicable to the parties hereto.

5. The Arbitrator in Step #4 shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance before him, but he shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement.
6. The cost of such arbitration shall be borne equally by the hospital and the union and the decision of the arbitrator shall be final and binding on both parties.

C. In all steps of the grievance procedure described above, either the hospital or the union shall have the right to specify that the aggrieved employee or their Department Head, or both, be called in to discuss the details of the grievance in the presence of the proper representatives of both the hospital and the union.

D. If either party, as such, files a grievance it shall be introduced in the Third Step of the Grievance Procedure.

E. No monetary claim by an employee covered by this Agreement or by the union against the hospital shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or the Union, as the case may be, to know that the employee or the Union had grounds for such claim prior to that date; in which case, the claim shall be limited retroactively to a period of forty-five (45) days prior to the date the claim was first filed in writing.

F. Whenever a committeeman or a steward finds it necessary to leave their regular work or department for the purpose of attending union meetings of any type, or to investigate any grievance, or to execute any phase of the grievance

procedure, they shall notify their Department Head, but shall not leave until a substitute worker is provided in their place if necessary. The Department Head shall act immediately to secure such substitute worker.

G. Permission shall be granted to the International Representative of the Union to enter the Hospital and visit any department at any time provided he observes the code of propriety.

ARTICLE VI

Hours & Overtime

A. The normal workweek shall consist of not less than forty (40) straight time hours per staff employee and shall begin with the first shift starting Monday a. m. and ending with the last shift starting Sunday p. m. except where otherwise stated. Should conditions arise whereby the workweek must be cut to less than forty (40) hours or a reduction of force, the matter shall be a subject of negotiations between the union and the hospital at a meeting prior to any change. The workweek for all Regular Part-time employees shall be not less than twenty-four (24) straight time hours per week. Both Staff and Regular Part-time employees shall be regularly scheduled for not less than 7 days and those on rotating shifts for the period of their rotations. Employees' schedules shall be posted on Bulletin Boards seven (7) days prior to the start of their schedule. Any change thereafter shall be by mutual consent of the parties hereto. New schedules shall be subject to the Grievance Procedure as to their reasonableness to the employees involved.

The regularly scheduled work day as to a full time employee shall not be less than 8 consecutive hours.

1. There shall be two (2) fifteen (15) minute coffee breaks each day for all employees. The hospital shall furnish the coffee.

2. Notwithstanding the above, there shall be three 15 minute coffee breaks for all employees in the Laundry and Dietary departments from May 15 through September 30.
 3. There shall be a paid 30 minute lunch period, however, employees are subject to call as per past practice. Any employee at work and called away from lunch for work duties shall receive a replacement lunch of equal value and adequate time to consume it.
- B.
1. For the purpose of computing overtime, eight (8) hours shall constitute a day's work. All time worked over eight (8) hours in any twenty-four (24) hour period, and all time worked over forty (40) hours in any one workweek shall be paid at the rate of time and one-half; provided that overtime rates shall not be paid when more than eight (8) hours in twenty-four (24) are worked as a result of employees trading shifts for their own convenience.
 2. All employees working full shifts on Sunday shall receive \$6.00 per shift. For the purpose of this paragraph, the Sunday is defined as the 24-hour period beginning at 11 p. m. on Saturday evening.
 3. All sick leave hours paid for but not worked count as hours worked for computation of daily and weekly overtime, including the four (4) Personal Sick Leave days.
- C. Definition of employees for purposes of this Agreement.
1. Staff Employees: Employees working at least 384 hours in six (6) consecutive pay periods with staff seniority date to be set as of the first day of the 6 pay periods in which the 384 hours were worked. For these provisions, an employee will be considered staff when placed on the staff roster.
 2. Regular Part-time Employees: Employees

averaging less than 384 but more than 288 hours of work in 6 pay periods.

Staff seniority date is to be adjusted to reflect periods of time spent either in or out of staff employment based on the above averaging process.

3. The above definitions are considered as maximum guidelines and do not necessarily prevent an employee from being placed immediately, or at any time, in the category of Staff, or Regular Part-time, if their status can be then determined. In case of a dispute, the status of an employee shall be reviewed by the parties; subject to the grievance procedure.
4. Staff employees shall be entitled to all the benefits of this Agreement unless expressly provided otherwise. Regular Part-time employees shall be entitled to all benefits of this Agreement except such limitations as are placed on them.
5. The Hospital shall not reduce hours of work for anyone solely to prevent people from gaining either Staff or Regular part-time status. Any part-time employee, if qualified, who refuses full time staff within their department which would upgrade or maintain their classification, shall have a new department seniority date, but shall retain their hospital seniority date for pension and vacation purposes only.

D. Stand-by and Call In pay for Laboratory and X-ray Employees.

1. Laboratory employees on stand-by for all days except holidays and the period from end of work day Saturday to beginning of work day Monday a. m., as set forth below, shall be paid \$5.00 stand-by pay in addition to call-in pay.
2. The Laboratory employees on stand-by from

the end of the work day Saturday to Sunday noon shall be paid \$10.00 stand-by pay in addition to call-in pay, and the Laboratory employee on stand-by from Sunday noon to the beginning of the work day Monday a. m. shall be paid \$10.00 stand-by pay in addition to call-in pay.

3. X-Ray employees on stand-by for all days except holidays and period from 8 a. m. Sunday to beginning of work day Monday a. m., as set forth below, shall be paid \$5.00 stand-by pay in addition to call-in pay.
4. X-Ray employees on stand-by from Sunday 8 a. m. to the beginning of the work day Monday a. m. shall be paid \$10.00 stand-by pay in addition to their call-in pay as per paragraph 7.
5. Laboratory employees shall receive \$10.00 stand-by pay from 5 p. m. of the evening prior to the holiday to 3 p. m. of the afternoon of the holiday and from 3 p. m. of the holiday to 7 a. m. the following morning.
6. Except as otherwise provided, Laboratory and X-Ray employees called out while on stand-by shall be paid for the hours worked or a minimum of two hours, whichever is greater, at the rate of pay computed according to the provisions of paragraph B, Article VI.
7. X-Ray employees called out, regardless of the number of call outs or hours worked during the period from 8 a. m. Sunday to the beginning of the work day Monday a. m., shall be paid one day's pay at straight time hourly rate. On a holiday, the rate of pay shall be double an employee's straight time hourly rate.
8. Laboratory and X-Ray employees on call out will not be assigned unrelated routine work

in order to have them fill in the two (2) hour call out.

- E. 1. Any employee ordered and reporting for work at any time shall receive a minimum of four (4) hours pay. Employees will not be deliberately assigned to do unrelated work, or work which could be done during regular hours in order to try to have them fill in the four (4) hour call out, except that persons called out to fill a vacancy will complete the shift in which the vacancy occurred.
2. Employees reporting for work on their regular shifts without having been properly notified that there will be no work shall receive a minimum of four (4) hours pay at their regular rate. This does not apply to employees trading shifts for their own convenience.
3. Employees called out prior to the beginning of their regular shift, and working into their regular shift, shall receive a minimum of two (2) hours pay in addition to the hours actually worked.
4. Any time the surgery maid is ordered on stand-by or is called out Monday through Friday, such employee shall receive \$5.00 per night stand-by pay. Saturdays, Sundays, and holidays shall be \$10.00 per night. The Surgery Maid shall have preference for this purpose, and as in sub-paragraph 1, no unrelated work shall be assigned. If unavailable, the next most qualified senior employee desiring the hours will have preference.
5. Employee work schedules shall not be changed for the period covered by the schedule for the purpose of avoiding overtime.
6. Employees reporting late for work will be docked at the rate of one-tenth (1/10th) of the regular hourly rate for each six (6) minutes late.
7. Any employee called within ½ hour of the

shift starting time for the purpose of filling a temporary shift vacancy, who arrives within one hour of the shift starting time, shall receive no less than eight hours pay, providing no other employee is being held over.

F. DISTRIBUTION OF OVERTIME

1. Overtime shall be distributed among the employees in a department in the same job classification on as equitable a basis as possible. If the employee is unavailable in the job classification where overtime work is necessary, then the overtime shall be distributed among the other employees in the department on as equitable a basis as possible. Whenever practical, the person with the least amount of overtime hours shall be asked first.

2. A chart shall be maintained and kept posted in each department, revised at the end of each pay period, showing overtime hours worked and also the total unscheduled overtime hours available to each employee, but not worked through no fault of the hospital.

ARTICLE VII

Holidays

A. The following days shall be recognized as holidays: New Years Day, Good Friday, Easter Sunday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday. If any of the above holidays fall on a Saturday, employees shall receive holiday pay for that day providing that they meet the conditions of paragraph B below.

B. 1. Employees who do not work on the holidays specified above shall receive, as holiday pay, eight (8) straight time hours pay at their regular rate of pay, exclusive of shift differentials, provided they meet all of the following conditions:

a. A new employee shall not be eligible for

holiday pay until after thirty (30) days from the date of their employment.

- b. The employee shall perform work in the twelve (12) calendar day period immediately preceding or the twelve (12) calendar day period immediately following the holiday, except when absent on scheduled vacation. Should a holiday occur during the first twelve (12) days that an employee, who is otherwise eligible for holiday pay, is laid off, they shall receive the appropriate holiday pay.
- c. The employee shall have worked their scheduled hours of work on their last scheduled work day preceding the holiday and also on their first scheduled work day following the holiday; provided, however, that absence or tardiness due to illness or other compelling personal reasons, supported by adequate proof of same, shall not disqualify an employee for holiday pay if they meet all of the other conditions stipulated.
- d. Notwithstanding sub paragraph B above, any employee who is on vacation with pay shall receive the extra eight hours holiday pay.

2. Employees scheduled to report for work on a holiday, but who fail to report for and perform such work, shall not be entitled to any holiday pay.

Employees called out on a holiday who refuse to report shall not be entitled to holiday pay. The above is qualified whereby they shall receive holiday pay if

- a. The hospital decides not to fill the vacancies;
 - b. The hospital makes no effort to contact all the employees in the classification and consequently does not fill the vacancy.
3. Employees who work on a holiday shall be

paid at two and one-half (2½) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when an employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, they shall receive the balance of their eight (8) hours of holiday pay for hours not worked.

4. For the purpose of this paragraph a holiday is defined as a twenty-four (24) hour period beginning at 7 a. m. of the holiday, except for a shift whose starting period may be between 5 and 7 a. m. in which case their 24 hour period would begin when their shift started.

5. Employees not normally scheduled to work on a day which is a holiday shall not have the holiday counted as hours worked for the purpose of computing weekly overtime (such as rotating shift people who are scheduled for a day off). Employees normally scheduled to work on a day which is a holiday (such as scheduled day employees) and given the day off because it is a holiday, shall have the holiday counted as eight (8) hours of work for the purpose of computing weekly overtime. Actual hours worked on a holiday, not to exceed eight (8) hours, are to be counted for the purpose of computing overtime.

C. An employee called and reporting for work on a holiday shall receive a minimum of four (4) hours pay at double time and one-half.

D. Regular Part-time employees shall receive as holiday pay, four (4) hours at straight time pay at their regular rate of pay, exclusive of shift differentials, provided they meet the conditions of paragraph B above.

ARTICLE VIII

Vacations & Sick Leave

A. ELIGIBILITY FOR VACATION

1. All staff employees, other than new staff

employees, must work 1000 hours in the vacation year to be entitled to a vacation as provided for in paragraph B below. Days of paid sick leave, jury duty, vacation time and days off due to injury for which Workmen's Compensation is paid by the hospital, not to exceed one year for each injury, shall be counted as eight (8) hours of work for each day for purposes of computing vacation eligibility.

2. New employees shall be required to work three (3) continuous months prior to July 1 to be eligible for vacation.

B. VACATION ALLOWANCE

1. Any employee with from 1 to 5 years of hospital service on or before July 1 shall be entitled to two (2) weeks of vacation with pay for 10 working days. Any employee with 5 or more years of hospital service on or before July 1 shall be entitled to three (3) weeks vacation with pay for 15 working days. Any employee with 10 or more years of hospital service on or before July 1 shall be entitled to four (4) weeks vacation with pay for 20 working days. Any employee with 15 or more years of hospital service on or before July 1 shall be entitled to five (5) weeks vacation with pay for 25 working days. Any employee with 25 or more years of hospital service on or before July 1 shall be entitled to six (6) weeks vacation with pay for 30 working days.

2. New employees with one (1) years or less of service on July 1 shall receive the following vacation: Any employee with from 9 to 12 months of hospital service prior to July 1 shall be entitled to 2 weeks vacation with pay for 10 working days; Any employee with from 6 to 9 months of hospital service prior to July 1 shall be entitled to 1 week vacation with pay for 5 working days; Any new employee with from 3 to 6 months of hospital service prior to July 1 shall be entitled to two and one-half (2½) days vacation with pay for two and one-half (2½) working days. Any new employee

receiving a vacation with pay prior to July 1 shall have such vacation counted as a years of hospital service for determining future vacations.

3. A day of vacation pay shall consist of eight (8) hours at the individual employee's average straight time hourly earnings for the four week period ending two weeks prior to the beginning of the individual's vacation period. If a general increase in wage rates occurs during the fiscal year prior to the time the vacation is taken, such general increase will be included in the computation of the vacation pay, anything above to the contrary notwithstanding. If the employee's vacation has been properly scheduled two (2) weeks prior to the date of starting their first week of vacation, they shall, upon request, be given their vacation check on the payday preceding their vacation covering the amount of vacation they are currently taking.

4. The determination of when vacations may be taken is left to the Department Head, who will prepare and post a vacation schedule for his department. The exact time of the vacation must be regulated by the needs of the department. In choosing time for vacation, the oldest employee in departmental seniority will have first choice, second oldest second choice, etc.

5. Vacation authorization forms will be distributed by April 1 showing the amount of vacation each employee will have in the upcoming vacation year. All vacation time must be selected and forms returned to the department head by April 30 so a master schedule may be prepared, posted and corrections made in the period May 8 through May 22. This is not to say that once selected, an employee does not have the option to change vacations.

6. Employees who split their vacation in units of weeks, seniority will govern the choice of one vacation period only. The period between May 8 and May 22 shall be used to adjust the vacation

schedule. Vacations changed after May 22 will be taken at a time that does not conflict with the vacation of any other employee regardless of seniority.

7. Employees must take vacation time off in order to receive vacation pay. An employee who fails to take their vacation within the vacation year in which they are entitled to it shall forfeit such vacation time off and vacation pay. Any employee asked not to take their vacation after the vacation time has been approved shall have the opportunity to take their vacation time off for vacation purposes before the end of the vacation year.

8. Should an employee be off sick during their scheduled vacation time, they may be permitted to change their vacation to a subsequent date which will not conflict with another employee's vacation. Consideration of such request is contingent upon prompt notice and proof of illness to the employee's immediate superior.

9. When an employee quits with reasonable notice, is discharged for cause, retires or dies, he, or his heirs, shall be paid for unused vacation pay earned in the prior years, plus a pro-rata share of the vacation pay accumulated in the current year, however, the pro-rata share for the current year shall not apply to the discharge cases. Such pay shall not be considered as pay for time worked after date of separation.

10. A person who is in the military service, and who returns to employment at the hospital under such circumstances as to entitle him to rights under the applicable provisions of the Selective Service Act, as amended, shall have the years of military service counted for purposes of determining the number of weeks vacation to which the employee is entitled. An employee injured at the hospital under circumstances such that Workmen's Compensation benefits are paid by the hospital, shall have those years, during which Work-

men's Compensation benefits are paid for at least 35 weeks per year, counted for the purpose of determining the number of weeks vacation to which the employee is entitled.

11. There need be no lapse of time between vacations of two different years.

12. Regular Part-time employees who have worked for the hospital 6 months prior to July 1, 1966, and new Regular part-time employees employed by the hospital six months prior to July 1 of each year thereafter shall be entitled to $\frac{1}{2}$ of the vacation allowance provided for staff employees in paragraph B above. Such vacation shall be computed on the same basis as staff employees and shall be subject to all other conditions of Article VIII. Staff employees shall have preference in selection of vacation over Regular part-time employees.

C. ADJUSTMENT OF VACATION ALLOWANCE TO JULY 1 COMMON ANNIVERSARY DATE

1. The vacation year for all employees shall begin on July 1, 1967, and on the first day of July of each year thereafter. Weeks with days in each of two years shall be counted as being in that year which contains the most days of the week.

2. Since vacations were pro-rated to July 1 in prior contracts, it is now assumed that all employees' anniversary dates for vacation purposes is July 1.

D. SICK LEAVE

1. Sick leave shall accumulate at the rate of one (1) day for each month of service, to a maximum of 100 days (120 days effective 7/1/74. Any employee on sick leave shall be paid at their regular rate of pay for such absent days, up to the number of days of sick leave accumulated for such employee.

2. A month of service is defined as follows: Eighteen (18) paid days in a calendar month shall

be considered sufficient service to earn one (1) sick day. This eighteen (18) paid days is a minimum credit for a month of service and will be limited to two (2) such consecutive months of eighteen (18) paid days. The employee in the third month must have more than eighteen (18) paid days or forfeit credit for one (1) sick day.

3. There shall be no loss of sick leave accrual if absenteeism is the result of a Leave of Absence for union business.

4. Upon retirement, employees shall be paid for all unused accumulated sick days at their regular rate of pay.

5. Sick leave may be used only for cases of actual sickness or injury. However, their use shall be optional with the employee who shall not be required to use them.

6. Sick leave will be paid only if the employee makes every reasonable effort to notify his Department Head before the start of his scheduled day of work.

7. The employees will be required to sign a statement of request for sick leave pay.

8. The Department Head may require, in addition to the employee's own statement, a doctor's certificate showing that the time off was due to actual sickness, provided such requirement is reasonable under the existing circumstances. Such a requirement shall not apply to short sick leaves of one or two days, unless such leaves are habitual in nature.

9. Sick leave shall not apply to cases of pregnancy, sickness or injury during Leaves of Absence of more than thirty (30) days duration, or absences where Workmen's Compensation benefits are paid, except that, upon option of employee, sick leave may be used to make up the difference between the employee's average straight time earnings and the Workmen's Compensation payments.

E. PERSONAL LEAVE

Employees shall be entitled to use up to four (4) of their paid sick days per year for personal use, upon reasonable prior notice to their Department Head. Reasonable prior notice is defined as: A request for such time off made at least 48 hours in advance of the time off desired shall constitute reasonable prior notice. It is further understood in case of personal or family emergency situations the 48-hour requirement will be waived.

F. Regular part-time employees shall not be entitled to any sick leave or personal leave days.

ARTICLE IX

Leaves of Absence

A. In the event an employee or employees are selected by this union or any labor organization with which this union is affiliated to perform any task or attend any meeting or institutes which necessitates a Leave of Absence, they shall be granted such Leave of Absence without pay or loss of seniority, provided that care of patients or other necessary hospital services are not unduly harmed by the number or classification of such employees being absent.

B. Leaves of Absence without limitation shall be granted in cases of job connected illness or injury, subject to medical verification.

C. Leaves of Absence without pay shall be granted for a period not exceeding ninety (90) days for personal injury or illness. Medical verification will be required not later than the third day of absence. Such leaves shall be renewed for periods of thirty (30) days, subject to medical verification and not to exceed a continuous period of two (2) years.. Thereafter all seniority shall be terminated.

D. Leaves of Absence for good and sufficient cause may be granted for a period of thirty (30) days and may be extended upon mutual consent of

the parties hereto. Any employee who engages in other employment will be considered as having quit.

E. Employees who are elected to a political office in the municipal, county, state, federal government, or are appointed to public office, will be granted a Leave of Absence without pay and without loss of seniority, but will not accumulate seniority. However, such leave must be renewed by notification to the hospital Administration at the conclusion of each term of office and prior to commencing another term of office.

F. Upon application to the hospital Administration, an employee may be granted a Leave of Absence without pay for the purpose of job related education. Such Leave of Absence may be granted for a period not to exceed two (2) years, provided that semester reviews show that passing grades are being maintained. An employee absent on such leave who fails to submit academic reports when requested shall be considered as having voluntarily resigned.

G. An employee who becomes pregnant shall be granted a maternity Leave of Absence without pay, commencing not later than the end of the sixth month of pregnancy, unless the hospital Administration, with the advice of her physician, consents to her working after that date. A maternity Leave of Absence shall end three (3) months following the termination of her pregnancy, if the employee is adjudged able to work by the physician attending. However, if further Leave of Absence due to complication of this pregnancy is recommended by her physician an additional leave shall be granted by the hospital, not to exceed ninety (90) days.

H. All Leaves of Absence must be recorded on a Leave of Absence form, to be furnished by the hospital. Forms shall be completed and returned to the Administration prior to such a leave, except

in emergency cases. Approval shall be in accordance with the above individual paragraphs.

I. Vacations, holidays, sick leaves and other fringe benefits (unless otherwise stated) will not accumulate while an employee is on Leave of Absence. However, a Leave of Absence will not be considered an interruption of continuous service for the purpose of eligibility for such benefits after return to work.

ARTICLE X

Safety and Health

A. All legal obligations and duties imposed by law upon the hospital for the preservation of life and property shall be complied with to the fullest extent.

B. The employees will abide by all reasonable rules and regulations of the hospital for the protection and the preservation of life and property.

C. When in the opinion of an employee or the union, reasonable protection is not provided for the prevention of injury or the preservation of health, this shall be considered as a proper subject for grievance to be taken up pursuant to the regular grievance procedure.

D. All employees will agree to undergo periodic physical examinations, including chest X-rays, at intervals as prescribed by the hospital management. Employees involved with food handling and certain other activities will agree to undergo serology and other special examinations as requested by hospital management, for the protection of patients and the maintenance of proper health conditions. Such examinations will be at no cost to the employee. All medication and drugs will be available to the employee at 30% over invoice cost. Flu shots will also be given free of charge to those employees desiring them. Single view chest X-ray shall be given to all employees free of charge once a year.

E. There shall be established a joint Safety and Health Committee to meet once a month and take up such safety and health complaints as may be brought forth. Such meetings shall be held during the normal day time working hours and shall not exceed 1½ hours and the Union members shall be paid for all lost time involved.

The Safety and Health Committee shall consist of two (2) members from Local Union 204 and two (2) members of Local Union 206A and two representatives from Management. Union members shall be selected by the Union.

Minutes of all Safety and Health meetings between the Hospital and the Union shall be prepared by the Hospital. Copies of the minutes shall be distributed to all committee members and the Local Union President and Staff Representative. The accuracy of the minutes as prepared by the Hospital shall be subject to review and approval at the next regular monthly meeting.

F. Whenever there is a safety or health inspection by State or Federal Inspectors, they shall be accompanied by a committee member of Local Union 204. The committeeman shall be paid his regular rate of pay for all time spent on such inspection. A copy of the inspection and any follow-ups shall be furnished to the Safety and Health Committee members and the International Sub-District office.

G. First aid facilities and a registered nurse or a qualified first aid attendant who is an employee of the Hospital shall be provided by the Hospital to the extent necessary to provide adequate first aid for all employees on all shifts for on-the-job incidents.

H. In cases of serious accidents or health hazards to members of Local 204, the Union safety committeeman shall be notified immediately and he, along with the Hospital representative, shall investigate the accident or health hazard as mu-

tually agreed to. Possible remedial or preventive measures which will, in the opinion of the Union and the Hospital, prevent reoccurrences shall promptly be put into effect. Their findings shall be reported to the Safety and Health Committee at its next regularly scheduled monthly meeting. Any working time lost by the union committeeman in such investigations shall be paid for by the Hospital.

I. Copies of all incident reports involving employees in Local 204 shall be made available to the Safety and Health Committee at their regularly scheduled monthly meetings.

ARTICLE XI

Wages

A. The persons employed in the job classifications set forth on the schedule (Schedule A) shall be paid the wages set forth therein during the term of this Agreement, except that new employees, during their probationary period, shall be paid 5¢ per hour less. Schedule A shall reflect an increase in all classifications in the amount of twenty (20¢) cents, effective July 1, 1973.

B. Period No.	Period Covered	Shift Premium
1	6 a.m. - 2 p.m.	0
2	2 p.m. - 10 p.m.	15¢
3	10 p.m. - 6 a.m.	20¢

In all cases, shift premium shall be paid on the basis of actual hours worked in each of the above periods; provided that, when an employee performs continuous work during more than one of the above periods, they shall receive shift premiums for the total hours of continuous work based upon the shift premium applicable to the period in which the majority of such hours fall. (In case hours of work fall equally into two periods, the higher premium shall be paid for all hours worked).

C. The job classifications and wage rates as listed in Schedule A shall remain fixed and unchanged during the life of this Agreement and shall be no combining of job classifications, except that it is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates or adjustment of existing wage rates, because of the creation of new jobs or changes in the duties of existing jobs. When a new job is established, or when changes in an existing job have resulted in a substantial change in the duties of same, the hospital shall set a temporary rate for same and put it into effect; such rate being subject to review by the union in the manner provided below:

At the time of putting such temporary rate into effect, the hospital will notify the President of the union of its action. If the union wishes to negotiate for a revision of such rate, it shall notify the hospital Administrator within fifteen (15) days after notice from the hospital has been given. If, after a meeting of the parties, no agreement is reached, the union may file a grievance within fifteen (15) days after such meeting; the basis of such grievance being the question of fairness of the rate to be established. The rate determined at the conclusion of negotiations or grievance procedure shall be retroactive to the original date when the temporary rate was put into effect. If the union fails to take the required action within the time limits specified above, the temporary rate established by the employer shall become permanent and not subject to change for the remaining term of this Agreement. If, at any time, the union feels that a new job has been created and has not been established and classified by the hospital, or that the duties of existing jobs have changed substantially, the union may take this up pursuant to the grievance procedure.

The Hospital shall at all times give the Union

notice of any changes in job duties and/or responsibilities.

D. When any employee feels the nature of their work entitles them to a change in their job classification, this matter shall be presented to the hospital through the regular grievance procedure.

E. Payments of wages shall be made biweekly, whenever possible, on Thursday but no later than Friday. During a week in which a holiday falls, payday shall be on Friday.

F. LONGEVITY BENEFITS

1. 2% of gross annual pay based on last complete fiscal year on completion of 5 years of service.
2. 3% of gross annual pay based on last complete fiscal year on completion of 10 years of service.
3. 4% of gross annual pay based on last complete fiscal year on completion of 20 or more years of service; it is understood that the first qualifying year for this benefit will be July 1, 1973, to June 30, 1974, and the first payment of 4% based on that year will be made in December of 1974.
4. Temporary or Regular part-time employees shall not accumulate for longevity time, but time spent on staff status will accumulate toward longevity benefits.
5. Longevity payment will be received on approximately December 1 of each year.
6. To qualify for the December 1 payment the necessary years must have been accumulated by the preceding July 1. In case the employee leaves the service of the hospital prior to December 1, the payment shall be included with the separation payment.
7. An employee who voluntarily leaves the service of the hospital shall be entitled to pro-rated longevity payment.

8. An employee who involuntarily leaves the service of the hospital shall not be entitled to pro-rated longevity payment.

ARTICLE XII

Insurance

A. The Hospital shall make available to employees and pay the entire premium on the following Blue Cross-Blue Shield plan: Comprehensive Hospital; D45NM; MVF-1 and ML (semi-private); Master Medical (Option 4); and Riders F-FC and S-SA-SDGB. Present employees now receiving 40% of the monthly premium for single subscriber ward rate, in lieu of Blue Cross-Blue Shield insurance, may continue to do so. Those employees will be red circled; others cannot elect to receive money in lieu of insurance.

B. The Hospital shall put into effect a life insurance plan whereby full time employees are insured for \$6,000 and regular part-time employees for \$3,000 with the Hospital paying the full premiums and employees shall have the option of taking another \$2,000 life insurance provided they pay the premium. The Hospital shall provide a life insurance policy in the amount of \$3,000 for all present and future retirees.

C. The hospital shall also put into effect a special liability policy covering each employee in an amount not less than \$200,000.00.

D. Employees who are absent because of illness, maternity leave, or are laid off shall have their Blue Cross-Blue Shield and life insurance coverage paid for by the Hospital for another sixty (60) days after the month in which their absence started.

ARTICLE XIII

Funeral Leave

A. Regular full time employees will be permitted, upon proper notice to their supervisor, to be absent from work without loss of pay in accord-

ance with the following schedule upon the occurrence of the death in the employee's immediate family of the persons named below:

Up to three (3) consecutive working days upon the death of the employee's

Wife or Husband	Father-in-law
Child	Mother-in-law
Father	Brother
Mother	Sister

One (1) working day upon the death of the sister-in-law or brother-in-law of the employee.

B. Part-time employees, if scheduled or assigned to work on the agreed hospital work schedule, will be permitted, upon notification to their Department Head, to be absent from work for one work day without loss of pay, upon the occurrence of the death in the employee's immediate family, husband or wife's family consistent with paragraph A above.

C. Proof of death may be required by the hospital. Such proof can be in the form of newspaper clippings, death certificate or obituary notices.

D. Leaves of absence shall be granted by the hospital for additional time in connection with funeral leave and estate problems when necessary; such leaves shall be without pay.

ARTICLE XIV

Jury Duty

It is agreed that the hospital shall share in any wage loss incurred by an employee (as distinguished from a probationary employee) because of jury service by payment of the difference between the amount received for such jury service on the day such employee would have been regularly scheduled to work at their regular rates of pay.

ARTICLE XV
Retirement Plan

The present retirement system for the "General City Members" shall continue.

ARTICLE XVI
Discipline

A. The hospital will establish and publish reasonable rules and regulations governing the conduct of employees, as are necessary for the proper operation of the hospital, and the proper care of patients, and to impose corrective discipline for infraction of these rules and regulations. (Exhibit B)

Disciplinary warnings and actions by the hospital may be appealed through the Grievance Procedure.

B. Whenever an employee is discharged or suspended, the hospital shall immediately orally notify the appropriate steward or the Chairman of the Grievance Committee. The hospital shall also notify the Chairman of the Grievance Committee in writing within twenty-four (24) hours, giving the reason for such discharge or suspension.

C. The union may object to any rules or regulations it considers unreasonable or in conflict with other provisions of this Agreement; subject to the grievance procedure.

D. The rules and regulations are attached hereto as part of Exhibit B and mutually agreed upon.

ARTICLE XVII
Strikes and Violations

A. Adequate procedure having been provided for the equitable settlement of any grievance arising under this Agreement, the parties hereto agree that there shall be no suspension of work through strikes, slowdowns, lockouts, or otherwise, during the life of this Agreement.

B. The hospital shall have the right to discharge or discipline any employee participating in any strike, slowdown, or other suspension of work; and the union agrees not to oppose such action. However, it is understood that the union shall have recourse to the grievance procedure as to matters of fact in the alleged action of such employee.

C. In the case of any strike, slowdown, or other suspension of work not authorized by the International Union, the Local Union, or any of their officers, the hospital agrees that neither the International Union, the Local Union, nor their officers shall be liable for damages, provided that the Union shall promptly and in good faith use every reasonable means at its disposal to bring about a resumption of normal operations.

D. Notwithstanding any of the above three paragraphs of this Article to the contrary, it shall not be considered a breach of this Article and Agreement for any employee or union member covered hereunder to refuse to cross a picket line or work behind a picket line which has been established as the result of a dispute between the hospital and any bona fide Labor Union, or other locals affiliated with this International Union.

ARTICLE XVIII

Other Conditions of Employment

A. The hospital will provide reasonable and adequate bulletin boards in each department and at the time clock to be used by the union; provided however, that each notice or other matter to be posted shall have approval of the Administrator. Notwithstanding the above restrictions, the union shall be permitted to post without approval, notices of Union meetings, Union elections and results of same, and union recreational and social events.

B. Employees who are required to work two (2) or more hours after the end of their regular shift shall be provided with a lunch with the

hospital paying a maximum of one dollar and twenty-five (\$.25). Any amount exceeding this to be paid by the employee.

C. In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, such other labor organization will then be recognized as the exclusive bargaining agency to the extent permitted by law. Any labor agreement then in effect shall continue in effect for the period of the Agreement stated herein.

D. The Union has the right to conduct elections at the hospital.

E. The hospital shall notify the union of any changes of date, time or place of the Board of Trustees meetings so that the union may be represented if they so desire.

F. The hospital will launder uniforms of employees free of charge, providing that such uniforms meet the standard established by the hospital as to style and appearance.

G. Contract booklets shall be printed at Hospital expense and shall bear the Union bug.

H. Any changes or clarifications in the contract after conclusion of negotiation will be explained at a meeting of the hospital Department Heads with the International Representative, President, and Chairman of the Grievance Committee of this local union being present. Such meeting shall be within 30 days after Union ratification.

I. The Hospital will not sub-contract work presently performed by members of the bargaining unit unless mutually agreed upon by the Hospital and the Union. However, in the application of this provision, the Hospital shall continue to have the right to introduce new or improved methods, facilities, equipment, or materials.

J. Without any requirements of posting, it is the practice of the Hospital to employ students as temporary employees for summer work whenever

practical. A person who has stated intention to continue formal education is considered a student in the meaning of this paragraph, and will be required to sign a personnel slip indicating this intention at the time of employment. New employees who do not state such intention will not be considered a temporary employee under the provisions of this paragraph. Any person considered as a temporary employee will have no reemployment rights upon completion of this summer employment. All such temporary employees will be terminated not later than September 30th. These temporary employees shall not have any bidding rights. Such student temporary employees shall be eligible only for their straight time pay, overtime and holiday premium pay but shall not be entitled to other premium pay or any other benefits as provided in this Agreement.

K. The proposals made by each party during negotiations leading to the Agreements and the discussions had with respect thereto shall not be used, or referred to, in any way during or in connection with the Step 4 arbitration hearing of any grievance arising under the provisions of this Agreement.

L. The parties shall meet within 60 days to work out and mutually agree to job descriptions for the Business Office and Medical Records.

M. An employee shall have shift preference by departmental seniority whenever a permanent vacancy occurs within the classification.

N. No employee shall be temporarily assigned supervisory functions except with the employee's consent and for a specified period of time with the rate being discussed in advance.

ARTICLE XIX

Duration and Renewal

The terms of this Agreement shall become effective as of July 1, 1973, except as otherwise

noted, and continue until June 30, 1974, The Agreement shall then be automatically renewed, for additional periods of one year unless either party shall notify the other party at least sixty (60) days before the expiration date of its desire to change or terminate the Agreement. Both parties pledge themselves to meet within fifteen (15) days from the time of such notice for the purpose of negotiating any changes or renewal.

IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signatures at Alpena, Michigan, September 13th 1973.

ALPENA GENERAL HOSPITAL

Kenneth L. Dextrom
Ray C. Howard
Robert L. Jason
Richard D. Hill

UNITED STEELWORKERS OF AMERICA, AFL-CIO

I. W. Abel
John S. Johns
Walter J. Burke
Charles G. Younglove
Robert W. Kurtz
Norma M. Hanna
James Graham
Bridget Glomski
Arthur Fournier

EXHIBIT "A" — WAGE RATES

Effective July 1, 1973

BUSINESS OFFICE

Payroll Clerk	4.12
Accounting Clerk	4.12
Cashier	3.68
Credit Clerk	3.68
Assistant Credit Clerk	3.46
Billing Clerk IPD	3.68
Billing Clerk OPD	3.68
Admitting Clerk	3.68
Accounts Rec. Clerk	3.78
Posting Clerk	3.41
Switchboard Operator	3.41
Mental Health Secy. Clerk-Typist	3.79 3.41

DIETARY

Registered Dietitian	5.04
Leader	3.52
	3.63*
Cook	3.52
Assistant Cook	3.35
Assistant Cook-Baker	3.44
Assistant Cook-Cafeteria	3.35
Trays-Kitchen Assistant	3.30
Salad-Kitchen Assistant	3.30
Coffee Shop-Kitchen Assistant	3.30
Cashier-Kitchen Assistant	3.30
Kitchen Assistant	3.24

*Beatrice Olsen-red circled

HOUSEKEEPING

Assistant Housekeeper	3.52
Leader	3.52
Maid	3.24
Janitor	3.57
*Janitor-Incinerator	3.57
Seamstress	3.24
Surgery Maid	3.29

*This classification shall not prevent the Hospital from using the job holder as a Janitor, but the Hospital shall not fill the classification with other persons when the job holder is working as a janitor.

LAUNDRY

Washman	3.57
*Mangle Folder	3.33
*Bundle Maker-Linen Folder	3.33
*Mangle Feeder	3.33
*Press Operator	3.33
*Dryer Operator	3.33
*Mangle Operator	3.33
*Shaker	3.33
Laundry Assistant	3.24

*These classifications shall not prevent the Hospital in temporary assigning the employee to other classifications when needed, providing their own classification is not filled while they are performing other duties.

MEDICAL RECORDS

Accredited Record Technician	3.79
Medical Record Stenographer	3.52
After 12 months	3.57
After 18 months	3.63
Medical Record File Clerk (Part time)	3.41

PHARMACY

Pharmacy Aide	3.24
After one year	3.41

PHYSICAL THERAPY

Physical Therapy Aide	3.43
After one year	3.53
Physical Therapy Clerk	3.41

MAINTENANCE

Stationary Engineer	4.44
Maintenance Specialist	4.25
Plasterer-Painter Maint. Man	4.20

Maintenance Man	4.01
Carpenter-Millwright	4.36

PURCHASING

Storekeeper	3.90
	4.01*
Purchasing Clerk	3.52
Stores Clerk	3.41
*Merit consideration	

LABORATORY

Registered Medical Technologist	
Through the 1st year	4.68
1 to 3 years	4.88
3 to 5 years	5.10
5 or more years	5.31
Pathologist's Secretary	3.90
Laboratory Technician	3.74
Medical Stenographer	3.52
Laboratory Assistant	3.24
Laboratory Student Technician	3.24

X-RAY

Registered X-ray Technician*	
60 days to 1 year	4.22
1 to 3 years	4.44
3 to 5 years	4.66
5 or more years	5.04
*Starting hourly wage 10¢ less than first increment for the first 60 days	
Radiology Secretary	3.68
	3.79*
Medical Stenographer	3.63
Dark Room Technician	3.54
X-ray Orderly	3.43
X-ray Student Tech.	3.24

*Individual Merit Increase

EXHIBIT "B"

Employees are informed of the general rules they are expected to observe. Copies of the rules are posted so that the employees can refer to them.

When an employee violates a rule, they are verbally warned by their Department Head, and are cautioned about further infraction. If the employee again violates the rules, they are again warned by the Department Head, and a written record of warning is prepared with a copy to employee and Chairman of the Grievance Committee. If the employee again violates the rules and regulations, they may be disciplined by suspension or dismissal after a review of the facts and their disciplinary record. (In some instances, where the employee is endangering the welfare of patients or other employees by their actions, they may be immediately suspended, pending investigation and decision).

As a general rule, disciplinary actions and records occurring more than two (2) years previous to the present incident will not be considered in determining discipline. Records of discipline on an individual will not be used after two (2) years have elapsed.

EXHIBIT "B"

1. Willful damage of hospital equipment and property.
2. Habitual absences and tardiness.
3. Abuse of relief or lunch periods.
4. Punching another employee's time card.
5. Stealing from employees, the hospital or patients.
6. Use of narcotics.
7. Drinking on the job or being drunk on the job.
8. Failure to wear protective equipment where instructed and required.
9. Failure to perform the duties of your job or refusing to follow reasonable orders.
10. Posting or removal of Bulletin Board notices without authorization.
11. Fighting on hospital property, except in self-defense.
12. Violation of hospital parking regulations.
13. Falsifying Hospital records or disclosing confidential information concerning patients.